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11-1-1935

Motor Car Dealers Association of San Francisco and Auto Mechanics Union of the International Association of Machinists, Local 1305 (1935)

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Motor Car Dealers Association of San Francisco and Auto Mechanics Union of the International Association of Machinists, Local 1305 (1935)

Location

San Francisco, CA

Effective Date

11-1-1935

Expiration Date

11-1-1936

Employer

Motor Car Dealers Association of San Francisco

Union

Auto Mechanics Union of the International Association of Machinists

Union Local

1305

NAICS

44

Sector

Private

Item ID

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Comments

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NEW WORKING
AGREEMENT

BY AND BETWEEN THE

Motor Car Dealers

OF SAN FRANCISCO

AND

Auto Mechanics

Union

No. 1305

108 VALENCIA STREET

SAN FRANCISCO, CALIF.

PHONE UNDERHILL 3352



3570 019
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AGREEMENT

AGREEMENT BY AND BETWEEN THE Motor Car Dealers Association of San Francisco, party of the first part, hereafter referred to as the Association, and the Auto Mechanics Local Union No. 1305, of San Francisco of the International Association of Machinists, party of the second part, hereafter referred to as the Union, covering the employment of Auto Mechanics, Machinists and Apprentices.

FIRST: This agreement shall cover employees in the following classifications: Journeymen auto mechanics, machinists, electrical machinists, welders, fender, body and radiator repairmen and trimmers. These journeymen shall have served an apprenticeship or otherwise have acquired the knowledge, experience and ability to perform work assigned them within a reasonable time and in a satisfactory manner. Apprentices are those who have been employed to learn the trade. They will be given full opportunity to do so and be advanced as rapidly as their knowledge and fitness merit. One apprentice may be employed in each shop, and one additional apprentice may be employed for each five (5) journeymen employed in each shop.

SECOND: Regularly employed mechanics, other than apprentices, shall be paid either at the rate of not less than 90c per hour, with a minimum guarantee of \$25.00 per week, provided the mechanic is called for a week's work, or at the guaranteed rate of not less than \$140.00 per month. It being understood that any monthly employee laying off on his own account shall not be paid for such lost time. If an employer, because of emergency conditions, is required to effect a reduction of force before a full month has been completed, such laid off employees shall be compensated for the time actually worked at the minimum rate of 90c per hour. Temporary employees shall be paid at the rate of 90c per hour. All overtime, whether the hourly or monthly plan is accepted, shall be figured at the rate of not less than 90c per hour for straight time. No employee who has been paid on an hourly basis at a rate of more than 90c per hour shall have his hourly wage reduced as a result of this agreement. Nothing herein contained shall prevent an employer from paying workmen in excess of the hourly or monthly rate prevailing for the industry.

Apprentices shall be paid as follows:

1st year45c per hour

2nd year60c per hour

3rd year75c per hour

It is agreed that apprentices during the first six months of employment may be hired at a wage at the discretion of the employer. At the expiration of that period, he is to receive the regular hourly rate established for apprentices under this agreement.

THIRD: Eight (8) hours shall constitute a regular day's work. Forty (40) hours shall constitute a regular week's work.

FOURTH: The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day and Christmas. All work performed in excess of eight (8) hours in any one day, in order to complete unavoidably delayed work, shall be paid for at the rate of time and one-half for the first three hours, double time to prevail thereafter. Sundays and holidays shall be considered as overtime and paid for at the rate of double time, provided, however, that all regular shift work will be

at straight time. When any of the above holidays fall on Sunday the day observed by the State of Nation shall be considered the holiday, and paid for as such. The employee working overtime shall be allowed time off so as not to exceed the forty (40) hour week.

FIFTH: When additional men are required to fill vacancies or to fill new positions, members of Local No. 1305 shall be given preference in employment, provided they are qualified to render the service required; provided further, that reinstatements in the case of lay-offs, shall not be considered as filling vacancies or new positions.

SIXTH: The employer shall be the judge of the competency of the men.

SEVENTH: The Association agrees that the members of the Union may choose from the regular employees in each shop a representative or steward to act on behalf of the members of the Union in such shop in any capacity assigned to such representative or steward by the Union, provided, however, that such activity on the part of such representative or steward shall not interfere with normal and regular shop operations. The Union agrees that its officers, business rep-

representatives or shop stewards shall contact only the employer or his authorized representative during working hours.

EIGHTH: Should any differences arise concerning the provisions of this agreement that cannot be satisfactorily adjusted by the employers and their employees, the matter shall be referred to the Business Agent of the Union and a representative of the Association for adjustment. Should they fail to adjust the grievance it shall be submitted to a grievance committee composed of three (3) representatives of the Association and three (3) representatives of the Union. In the event of a failure on the part of the grievance committee to reach an agreement the matter in dispute shall be referred to a Board of Arbitration of three (3) members, one to be selected by the Association, the second to be selected by the Union and the two so selected shall select a third member. Should the two arbiters not agree on a third arbiter within forty-eight (48) hours they shall appeal to a Federal Judge for the Northern District of California for the purpose of appointing the third arbiter. Should any expenses be incurred in arbitration, said expenses shall be

borne equally by both parties. It is further agreed that there shall be no cessation of work in any Association member's shop during such arbitration, and the findings of the arbitration board shall be binding upon both parties to this agreement.

NINTH: Auto Mechanics Local Union No. 1305 is not in favor of sympathetic strikes, and will do everything it can to avoid them. Subject to the Constitution and By-laws of the International Association of Machinists there shall be no strike or lock-out during the life of this agreement.

TENTH: This agreement shall be in effect for a period of one year and shall remain in effect thereafter from year to year unless either party hereto should give notice to the other party in writing of a desire to change or terminate the agreement. Such written notice shall be presented to the other party not less than thirty days prior to the termination date hereof. During such thirty day period conferences shall be held looking toward a revision of this agreement. There shall be no cessation of work nor lock-out during such negotiations.

Dated and entered into this 1st
day of November, 1935. ✓

SIGNED FOR THE ASSOCIATION

DON GILMORE,
President

EATON McMILLAN,
Secretary

SIGNED:

AUTO MECHANICS UNION No.
1305 OF THE INTERNATIONAL
ASSN. OF MACHINISTS.

L. D. SMITH,
President

ERNEST H. ELLERMEYER,
Secretary

GEO. C. CASTLEMAN,
Business Representative

C. F. GROW,
*International Association
of Machinists.*

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